

**COMMITTEE SUBSTITUTE**  
**BOARD BILL #164      INTRODUCED BY ALDERWOMAN DIONNE FLOWERS**

1     An Ordinance authorizing and directing the Mayor and the Comptroller of the City of Saint Louis  
2     to execute, upon receipt of and in consideration of the sum of One Dollar (\$1.00), and other good  
3     and valuable consideration, a permanent, irrevocable Easement, which shall give, grant, extend and  
4     confer onto AmerenUE, Laclede Gas Company, Metropolitan St. Louis Sewer District, City of St.  
5     Louis Water Division, Southwestern Bell Telephone Company, and the City Franchised Cable  
6     Company, their successors and assigns, the exclusive right to build, maintain, and repair public  
7     utilities and sewer and drainage facilities as may be required upon, over, across, and under a strip  
8     of land situated in City Block 4241, and containing an emergency clause.

9     **BE IT ORDAINED BY THE CITY OF SAINT LOUIS AS FOLLOWS:**

10            SECTION ONE.    The Mayor and Comptroller of the City of Saint Louis are hereby  
11     authorized and directed to execute a permanent, irrevocable Easement, attached hereto as Exhibit  
12     “A” which shall give, grant, extend and confer onto AmerenUE, Laclede Gas Company,  
13     Metropolitan St. Louis Sewer District, City of St. Louis Water Division, Southwestern Bell  
14     Telephone Company, and the City Franchised Cable Company, their successors and assigns, the  
15     exclusive right to build, maintain, and repair public utilities and sewer and drainage facilities as may  
16     be required upon, over, across, and under a strip of land situated in City Block 4241.

17            SECTION TWO.    The passage of this ordinance being deemed necessary for the  
18     preservation of the public peace, health, and safety, it is hereby deemed to be an emergency measure  
19     within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of Saint Louis, and

**Date: July 8, 2005**

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20 shall become effective upon its passage and approval by the Mayor.

## **Exhibit A**

### **EASEMENT AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS: That the City of Saint Louis, a municipal corporation of the State of Missouri, its successors and assigns whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant, extend, and confer onto AmerenUE, Laclede Gas Company, Metropolitan St. Louis Sewer District, City of St. Louis Water Division, Southwestern Bell Telephone Company, and the City Franchised Cable Company, their successors and assigns, the exclusive right to build, maintain, and repair public utilities and sewer and drainage facilities as required, with the right of temporary use of adjacent ground, not occupied by improvements, for the excavation and storage of materials during installation, repair or replacement of said utilities, sewers and drainage facilities, upon, over, across, and under the following described land, to-wit:

**A 10 FOOT WIDE EASEMENT ON A TRACT OF LAND IN PART OF LOTS  
6 & 7 OF RAILROAD ADDITION TO GERMANTOWN, IN CITY BLOCK  
4241, IN THE CITY OF ST. LOUIS, MISSOURI AND DESCRIBED TO WIT:**

Beginning at the Eastmost corner of said Railroad Addition parcel and being the Northern line of Bittner (50' w) Street; thence along the Eastern line of said Railroad Addition parcel, North 50 degrees 30 minutes 00 seconds West a distance of 728.41 feet to the Northeast corner of said parcel; thence North 87 degrees 47 minutes 26 seconds West a distance of 16.50 feet; thence South 50 degrees 30 minutes 00 seconds East a distance of 736.24 feet to the said Northern line of said Bittner Street; thence along said Northern line, North 67 degrees 25 minutes 29 seconds East a distance of 11.31 feet to the Point of Beginning.

This easement shall be described as the area shown hatched on the attached Easement Plat marked Exhibit A attached hereto and made a part thereof.

Along with all rights incidental to the exercise and enjoyment of said easement rights, including without limitation the right of ingress and egress to and over the above described easement area,

and premises of Grantor adjoining the same, for all purposes herein stated, together with the right at any time and from time to time, to trim and cut down any and all brush, saplings, trees, and overhanging branches and to remove same and/or any rocks or obstructions upon, over, and under said easement area, which in Grantee's judgment, interfere with the exercise and enjoyment of Grantee's rights hereunder, or endanger the safety of said utilities, sewers and drainage facilities; and the right to license, permit, or otherwise agree to the use or occupancy of said easement or any portion thereof or of said utilities, sewers, and drainage facilities by any other person, association, or corporation for the purposes hereinabove set out; and with the further right at any time and from time to time to remove any or all of the said utilities, sewers and drainage facilities and appurtenances thereto located upon, over, across, and under said land by virtue hereof.

Grantor, for itself, its heirs, successors, and assigns, does hereby warrant and covenant unto Grantee (1) that Grantor is the owner of the above described land and has full right and authority validly to grant this easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that the Grantor will not create or permit any obstruction of any kind or character that will interfere with the exercise and enjoyment of the easement rights hereinabove conveyed.

IN WITNESS WHEREOF, the said City of Saint Louis has caused these presents to be signed by its Comptroller and Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

BY:

\_\_\_\_\_  
Francis G. Slay  
Mayor

BY:

\_\_\_\_\_  
Darlene Green  
Comptroller

ATTEST:

\_\_\_\_\_  
Parrie L. May

Approved as to form:

\_\_\_\_\_  
City Counselor

City Register

State of Missouri       )  
  ) ss.  
City of Saint Louis     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me appeared Francis G. Slay, and Darlene Green, who did say that they are Mayor and Comptroller, respectively, of the City of Saint Louis, a municipal corporation, and acknowledged that they executed the foregoing Easement Agreement as the free act and deed of said corporation, pursuant to Ordinance\_\_\_\_\_.

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Notary Public